

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, JUNE 6, 2017**

Members of the El Mirage City Council will attend either in person or by telephone conference call.

Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

Agenda

I. ROLL CALL

Mayor Lana Mook
Councilmember Roy Delgado
Councilmember Jack Palladino
Councilmember David Shapera

Vice Mayor Joe Ramirez
Councilmember Bob Jones
Councilmember Lynn Selby

II. CALL TO ORDER

Pledge of Allegiance
Moment of Silence –

IN HONOR OF THE PASSING OF VICE MAYOR JOE RAMIREZ
Silence Cell Phones & Pagers

III. PROCLAMATIONS

P1. Proclamation to recognize June 14, 2017 as the 242nd Birthday of the United States Army (Administration)

IV. PRESENTATION

P2. Presentation by Willdan Financial Services regarding an addendum to the Dysart Ranchettes Irrigation rate study to add cash flow projection information (Finance)

V. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by

those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

VI. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to authorize the Deputy City Manager/Finance Director to make budget transfers as necessary for FY 2016-17 to adjust fund and department balances to comply with annual audit. (Finance)
2. Consideration and action to authorize the Deputy City Manager/Finance Director to make budget adjustments for FY 2017/18 to adjust the balance of FY 2016/17 carry forward projects. (Finance)

VII. REGULAR AGENDA

- A. Consideration and action to approve Resolution R17-06-12 authorizing Amendment No. 2 to the Cooperative Agreement between Maricopa County administered by its Human Services Department and the City of El Mirage to renew the existing Agreement pursuant to the automatic renewal clause in Paragraph 3 for an additional three years Federal Fiscal Years 2018, 2019, and 2020 to participate in the CDBG, HOME and ESG Urban County programs. (Administration)
- B. Consideration and action to approve an amendment to an Intergovernmental Agreement (IGA) for police dispatch services between the City of El Mirage and the City of Tolleson. (Finance)
- C. Public hearing and closure of public hearing to permit any taxpayer to be heard in favor of or against any proposed expenditure or tax levy. (Finance)
- D. Consideration and action to convene in a Special Meeting to finally determine and adopt estimates of proposed expenditures pursuant to A.R.S. § 41-1710. Adoption of Budget. (Finance)

**SPECIAL MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
TUESDAY, JUNE 6, 2017**

E. SPECIAL MEETING AGENDA

SP1. Consideration and action to approve Resolution R17-06-11 to finally determine and adopt the FY 2017-2018 proposed spending limitation and budget (Finance)

F. Consideration and action to close the Special Meeting and reconvene into Regular session (Finance).

G. Consideration and action to recommend to the Maricopa County Board of Supervisors the reappointment of Councilor Roy Delgado (primary) and appointment of Mayor Lana Mook (alternate) to the Community Development Advisory Committee (CDAC) for FY 2017–18. (Administration)

VIII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions. Items to be discussed will include, but not be limited to, the following:

1. New Employees

IX. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

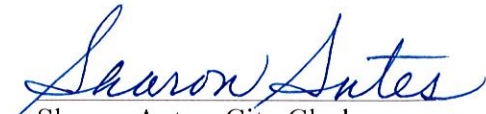
The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

X. ADJOURNMENT

Accommodations for Individuals with Disabilities - Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 10000 N. El Mirage Road, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF JUNE 6, 2017

I hereby certify that this agenda was posted by 5:00 p.m. on June 2, 2017 at the following locations: 1) the City of El Mirage Exterior Bulletin Board at 10000 N. El Mirage Road, and 2) the City of El Mirage website at www.elmirageaz.gov.


Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/09/2017</u> DATE ACTION REQUESTED: <u>06/06/2017</u> <u> X </u> REGULAR <u> </u> CONSENT	TYPE OF ACTION: <u> </u> RESOLUTION # _____ <u> </u> ORDINANCE # _____ <u> X </u> OTHER: Proclamation	SUBJECT: Proclamation to recognize June 14, 2017 as the 242 nd Birthday of the United States Army.
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TO: Mayor and Council
FROM: Amber Wakeman, Intergovernmental and Public Relations Manager
RECOMMENDATION: N/A
PROPOSED MOTION: N/A
ATTACHMENTS: Proclamation

DISCUSSION: Mr. Mario Diaz is the Civilian Aide to the Secretary of the U.S. Army, Arizona North. Mr. Diaz has reached out to cities throughout Arizona to build partnerships and inform them of U.S. Army events. One of these events is to recognize June 14, 2017, as the 242nd birthday of the United States Army. Other West Valley cities supporting this event with a proclamation are the cities of Buckeye, Goodyear, and Surprise. Mr. Diaz will present proclamations to the Acting Secretary of the U.S. Army, Honorable Robert M. Speer.

FISCAL IMPACT: N/A

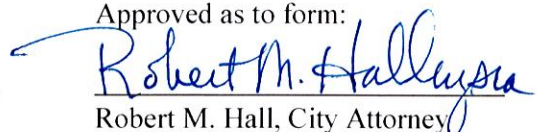
DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:

 6/2/17
Robert Niles Date

Approved as to form:

 6/2/17
Robert M. Hall, City Attorney Date

City Manager:

 6/2/17
Dr. Spencer A. Isom Date

*Office of the Mayor
City of El Mirage*

**PROCLAMATION
242 UNITED STATES ARMY'S BIRTHDAY
JUNE 14, 2017**

WHEREAS, on June 14, 1775, the Second Continental Congress, representing the citizens of 13 American colonies, authorized the establishment of the Continental Army; and

WHEREAS, the collective expression of the pursuit of personal freedom that caused the authorization and organization of the United States Army led to the adoption of the Declaration of Independence and the codification of the new nation's basic principles and values in the Constitution; and

WHEREAS, for the past 242 years, the U.S. Army's central mission has been to fight and win the nation's wars; and

WHEREAS, no matter what the cause, location, or magnitude of future conflicts, the nation can rely on the U.S. Army to produce well-trained, well-led, and highly motivated soldiers to carry out the missions entrusted to them; and

WHEREAS, citizens of the City of El Mirage have proudly served and made the ultimate sacrifice for our nation's freedom while serving in the United States Army and other branches of our nation's military.


NOW, THEREFORE, the City of El Mirage proclaims June 14, 2017 to be UNITED STATES ARMY'S 242ND BIRTHDAY and express appreciation on behalf of the people of El Mirage to the United States Army and to the dedicated soldiers who have served in it over 242 years it has been in existence.

IN WITNESS THEREOF, I, Mayor Lana Mook, have hereunto set my hand and caused the Seal of the City of El Mirage to be affixed this 6th day of June, 2017.

Lana Mook, Mayor

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/26/2017</u>	TYPE OF ACTION: _____ RESOLUTION # _____ _____ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER:	SUBJECT: Presentation by Willdan Financial Services regarding an addendum to the Dysart Ranchettes Irrigation rate study to add cash flow projection information.
DATE ACTION REQUESTED: <u>06/06/2017</u>		
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT		

TO: Mayor and Council
FROM: Robert Nilles – Deputy City Manager/Finance Director 
RECOMMENDATION: Presentation Only
PROPOSED MOTION N/A
ATTACHMENTS: Willdan Financial Services Dysart Ranchettes Irrigation Rate Study with addendum.

DISCUSSION: An addendum has been added to the Willdan Financial Services Dysart Ranchettes Irrigation Rate Study adding cash flow projection information to the report.

FINANCIAL IMPACT: N/A


DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

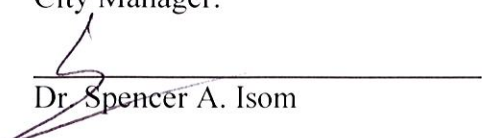
Deputy City Manager/Finance Director:

 4/2/17
Robert Nilles Date

Approved as to form:

 6/2/17
Robert M. Hall, City Attorney Date

City Manager:

 6/2/17
Dr. Spencer A. Isom Date

MEMORANDUM

To:	Christy Eusebio
From:	Kevin Burnett, Pat Walker
Date:	June 1, 2017
Client:	City of El Mirage, AZ
Subject:	Dysart Ranchettes Summary of Findings – Addendum 1

Willdan Financial Services and Pat Walker Consulting (Willdan Team) completed a cashflow analysis for the Dysart Ranchettes after the May 10 2017 *Dysart Ranchettes Summary of Findings* report.

Cashflow

Appendix A-1 summarizes the cashflow projections for FY 2017-18 through FY 2021-22. The cashflow assumes a constant hourly use and constant number of customers, based on actual 2015 customer billings (the same year for which the operation costs were based and in turn the recommended rate). The billable hours for the irrigation service is approximately 72% of the run time hours for the pump which is required to provide the service. As such at a rate of \$52.11, the City of El Mirage (City) would not fully recover its operational costs of providing service. The City would incur an annual deficit of approximately \$21,000. In order to fully recover operational costs based on the lower billable hours compared to run time hours, the hourly rate would need to be \$72.62 per hour (Appendix A-4).

El Mirage, AZ
 Dysart Ranchette Cost of Service
 Irrigation Water
 Cash Flow Analysis

Line No.	Description	Projected				
		FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22
	Irrigation Water Fee Revenues:					
1	Irrigation Fees - Residential	\$54,142	\$54,142	\$54,142	\$54,142	\$54,142
2	Irrigation Fees - Non-Residential	0	0	0	0	0
3	Total Irrigation Fee Revenues	54,142	54,142	54,142	54,142	54,142
	Expenditures:					
4	Electricity	22,465	22,465	22,465	22,465	22,465
5	Staff	11,606	11,606	11,606	11,606	11,606
6	Recharge (per AF projected)	41,385	41,385	41,385	41,385	41,385
7	Capital	0	0	0	0	0
8	Total Expenditures	75,455	75,455	75,455	75,455	75,455
9	Increase/(Decrease) in Cash Balance	(21,313)	(21,313)	(21,313)	(21,313)	(21,313)
10	Beginning of Year Cash Balance	0	(21,313)	(42,626)	(63,939)	(85,252)
11	End of Year Cash Balance	(\$21,313)	(\$42,626)	(\$63,939)	(\$85,252)	(\$106,565)

El Mirage, AZ
Dysart Ranchette Cost of Service
Irrigation Water
Revenue Projections

		<i>Projected</i>				
		FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22
1	Irrigation Fee - Residential	\$52.11	\$52.11	\$52.11	\$52.11	\$52.11
2	Hourly Billed Time	1,039	1,039	1,039	1,039	1,039
	Total Revenue - Residential	\$54,142	\$54,142	\$54,142	\$54,142	\$54,142

		<i>Projected</i>				
		FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22
3	Irrigation Fee - Non-Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Hourly Billed Time	0	0	0	0	0
	Total Revenue - Non-Residential	\$0	\$0	\$0	\$0	\$0

El Mirage, AZ
 Dysart Ranchette Cost of Service
 Irrigation Water
 Cash Flow Analysis - Full Cost Recovery

Line No.	Description	Projected				
		FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22
	Irrigation Water Fee Revenues:					
1	Irrigation Fees - Residential	\$75,455	\$75,455	\$75,455	\$75,455	\$75,455
2	Irrigation Fees - Non-Residential	0	0	0	0	0
3	Total Irrigation Fee Revenues	75,455	75,455	75,455	75,455	75,455
	Expenditures:					
4	Electricity	22,465	22,465	22,465	22,465	22,465
5	Staff	11,606	11,606	11,606	11,606	11,606
6	Recharge (per AF projected)	41,385	41,385	41,385	41,385	41,385
7	Capital	0	0	0	0	0
8	Total Expenditures	75,455	75,455	75,455	75,455	75,455
9	Increase/(Decrease) in Cash Balance	0	0	0	0	0
10	Beginning of Year Cash Balance	0	0	0	1	1
11	End of Year Cash Balance	\$0	\$0	\$1	\$1	\$1

El Mirage, AZ
Dysart Ranchette Cost of Service
Irrigation Water
Revenue Projections - Full Recovery

		<i>Projected</i>				
		FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22
1	Irrigation Fee - Residential	\$72.62	\$72.62	\$72.62	\$72.62	\$72.62
2	Hourly Billed Time	1,039	1,039	1,039	1,039	1,039
	Total Revenue - Residential	\$75,455	\$75,455	\$75,455	\$75,455	\$75,455

		<i>Projected</i>				
		FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22
3	Irrigation Fee - Non-Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Hourly Billed Time	0	0	0	0	0
	Total Revenue - Non-Residential	\$0	\$0	\$0	\$0	\$0

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/26/2017</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <u>X</u> OTHER: Budget Transfer	SUBJECT: Consideration and action to authorize the Deputy City Manager/Finance Director to make budget transfers as necessary for FY 2016-17 to adjust fund and department balances to comply with annual audit.
DATE ACTION REQUESTED: <u>06/06/2017</u>		
___ REGULAR <u>X</u> CONSENT		

TO: Mayor and Council
FROM: Robert Nilles – Deputy City Manager/Finance Director
RECOMMENDATION: Authorize the Deputy City Manager/Finance Director to make budget transfers as necessary for FY 2016-17 to adjust fund and department balances to comply with annual audit.
PROPOSED MOTION: I move to authorize the DCM/Finance Director to make transfers as presented.
ATTACHMENTS: N/A

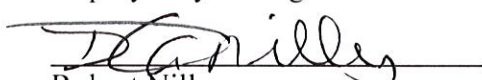
DISCUSSION: To authorize transfers as necessary for FY2016-17 to adjust fund and department budget balances to comply with annual audit.

FINANCIAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

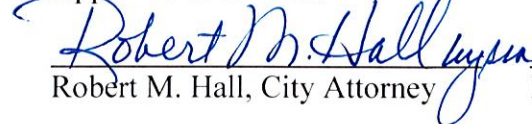
BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:


 Robert Nilles

6/2/17
 Date

Approved as to form:


 Robert M. Hall, City Attorney

6/2/17
 Date

City Manager:


 Dr. Spencer A. Isom

6/2/17
 Date

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/26/2017</u> DATE ACTION REQUESTED: <u>06/06/2017</u> REGULAR <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/>	TYPE OF ACTION: RESOLUTION # _____ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Budget Adjustments	SUBJECT: Consideration and action to authorize the Deputy City Manager/Finance Director to make budget adjustments for FY 2017-2018 to adjust the balance of FY 16-17 carry-forward projects.
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TO: Mayor and Council
FROM: Robert Nilles – Deputy City Manager/Finance Director
RECOMMENDATION: Authorize the Deputy City Manager/Finance Director to make budget adjustments for FY 2017-2018 to adjust the balance of the FY 16-17 carry-forward projects.
PROPOSED MOTION: I move to authorize the Deputy City Manager/Finance Director to make budget adjustments as presented.
ATTACHMENTS: N/A

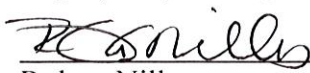
DISCUSSION: To authorize the transfers necessary to adjust the balance of the FY2016-17 carry-forward projects. Authorizing these budget adjustments will limit the carry-forward budgets to ensure that the projects are under budget.

FINANCIAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

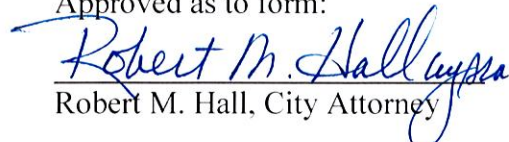
BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:


 Robert Nilles

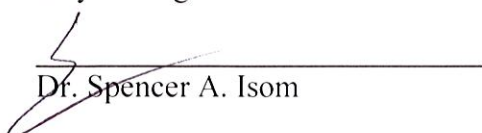
6/2/17
 Date

Approved as to form:


 Robert M. Hall, City Attorney

6/2/17
 Date

City Manager:


 Dr. Spencer A. Isom

6/2/17
 Date

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>05/30/2017</u></p> <p>DATE ACTION REQUESTED: <u>06/06/2017</u></p> <p><u>X</u> REGULAR <u> </u> CONSENT</p>	<p>TYPE OF ACTION:</p> <p><u>X</u> RESOLUTION # <u>R17-06-12</u></p> <p><u> </u> ORDINANCE # <u> </u></p> <p><u> </u> OTHER: <u> </u></p>	<p>SUBJECT: Consideration and action to approve Resolution R17-06-12 authorizing Amendment No. 2 to the Cooperative Agreement between Maricopa County administered by its Human Services Department and the City of El Mirage to renew the existing Agreement pursuant to the automatic renewal clause in Paragraph 3 for an additional three years, Federal Fiscal Years 2018/19, 2019/20, and 2020/21 to participate in the CDBG, HOME and ESG Urban County programs.</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Amber Wakeman, Assistant to City Manager - Intergovernmental and Public Relations r</p>
<p>RECOMMENDATION: Approve Resolution R17-06-12 authorizing Amendment No. 2 to the Cooperative Agreement between Maricopa County administered by its Human Services Department and the City of El Mirage to renew the existing Agreement pursuant to the automatic renewal clause in Paragraph 3 for an additional three years Federal Fiscal Years 2018/19, 2019/20, and 2020/21 to participate in the CDBG, HOME and ESG Urban County programs.</p>
<p>PROPOSED MOTION: I move to approve Resolution 17-06-12 as presented.</p>
<p>ATTACHMENTS: May 9, 2017 Letter from Maricopa County, Amendment No. 2 to the Cooperative Agreement</p>

DISCUSSION: The Maricopa County Human Services Department, Community Development Division, has notified the City of El Mirage that in order to participate in the next three-year Community Development Block Grant (CDBG) Cooperation Agreement for FY 18/19, 19/20, and 20/21, the County needs a resolution from the City of El Mirage authorizing the approval of the Cooperation Agreement and amendment before June 15, 2017.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:

Robert Nilles 6/2/17
Robert Nilles Date

Approved as to form:

Robert M. Hall 6/2/17
Robert M. Hall, City Attorney Date

City Manager:

Dr. Spencer A. Isom 6/2/17
Dr. Spencer A. Isom Date

RESOLUTION R17-06-12

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, SUPPORTING THE CITY'S PARTICIPATION IN A COOPERATION AGREEMENT AND AMENDMENT No. 2 TO THE AGREEMENT WITH THE COUNTY OF MARICOPA, TO UNDERTAKE ESSENTIAL COMMUNITY DEVELOPMENT AND HOUSING ACTIVITIES UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS FOR FEDERAL FISCAL YEARS 2018-19, 2019-20, AND 2020-21.

WHEREAS, the Maricopa County Human Services Department – Community Development Division is seeking approval of a cooperation agreement and amendment number 2 to the agreement with the City of El Mirage to participate in the Maricopa County CDBG and HOME programs for federal fiscal years 2018-19, 2019-20, 2020-21; and

WHEREAS, the City of El Mirage, through the Development and Community Services Department, has been invited to enter into a cooperation agreement and amendment number 2 with Maricopa County for CDBG and HOME program participation for federal fiscal years 2018-19, 2019-20, 2020-21;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of El Mirage:

THAT, the Mayor and Common Council authorize the City to enter into a cooperation agreement and amendment number 2 with Maricopa County to participate in the three-year cooperation agreement for fiscal years 2018-19, 2019-20, 2020-21.

PASSED AND ADOPTED by the Mayor and Common Council of the City of El Mirage, Arizona, this 6th day of June, 2017.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert M. Hall, City Attorney



Maricopa County Human Services Department

Housing and Community Development Division

May 9, 2017

Mayor Lana Mook
City of El Mirage
10000 N. El Mirage Rd.
EL Mirage, AZ 85335

Sent via U.S Mail and email

RE: NOTIFICATION OF OPPORTUNITY TO BE INCLUDED IN OR EXCLUDED FROM THE MARICOPA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Dear Mayor Mook,

The City of El Mirage is a valued member of the Maricopa County Community Development Block Grant (CDBG) program. The success of the CDBG Program over the past 42 years has been built on shared housing and community development goals, common expectations, communication and fiscal responsibility.

El Mirage has the option to elect having its population continue to be included in the Maricopa County CDBG Program. The decision will be effective for the three-year period of FY 2018-2019 through FY 2020-2021. Participation in the Maricopa County CDBG program does not ensure or commit funding for El Mirage. All final funding decisions are made by the Maricopa County Board of Supervisors.

El Mirage currently has a Cooperation Agreement with Maricopa County for your municipality's population to be included in the County CDBG program. To meet HUD deadlines the County needs to receive the documents listed below indicating your municipality's decision to be included or excluded from the County CDBG program no later than **June 15, 2017**.

Included in County CDBG: If your municipality chooses to participate in the next three-year Cooperation Agreement for Fiscal Years 2018-19, 2019-20, and 2020-21, the County will need a resolution from your municipality's governing body authorizing the approval Cooperation Agreement and an amendment to the Agreement which has been forwarded to the El Mirage CDBG contact.

Excluded from County CDBG: A letter confirming your municipality's exclusion from the County CDBG program is requested.

Please be aware that units of government that are included in the Urban County CDBG program are not eligible to apply for grants under the Small Cities or State CDBG Programs while participating in the Urban County's CDBG Program. Also, by remaining part of the Urban County, included units of government are participants in the Maricopa HOME Consortium Program. This does not preclude units of government from applying for State HOME Funds.



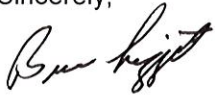
Bruce Liggett, Director of Human Services ♦ 234 N. Central Avenue, Suite 3302 ♦ Phoenix, AZ 85004

Maricopa County Human Services Department

Housing and Community Development Division

Please send your response and/or the required document(s) listed above to Rachel Milne, 234 N. Central Ave. 3rd floor, Phoenix, Arizona 85004 or milner@mail.maricopa.gov. If you have any questions regarding the Cooperative Agreement or the Urban County CDBG Program, please contact Assistant Director Rachel Milne at (602) 372-1528.

Sincerely,



Bruce Liggett
Director

- c: D. Spencer Isom, City Manager, City of El Mirage
Amber Wakeman, Assistant to City Manager (via email)
Rachel Milne, Housing and Community Development Assistant Director



AMENDMENT No. 2 TO THE
COOPERATIVE AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND THE CITY OF EL MIRAGE



- I. Maricopa County ("County") by and through the Maricopa County Human Services Department and the City of El Mirage ("City") entered into a non-financial three (3) year Cooperative Agreement ("Agreement") on or about July 8, 2011. The Agreement effective date was July 1, 2012 through June 30, 2015. The purpose of the Agreement was to establish the City's continued participation in U. S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Emergency Solutions Grant (ESG) and other HUD related programs. The Parties executed Amendment No. 1 to the Agreement on or about July 18, 2014 to renew the Agreement for an additional three (3) years. The term of the Amendment is July 1, 2015 to June 30, 2018. The County and the City may be referred to individually as "Party" or collectively as "Parties."
- II. The Parties wish to amend the Agreement as follows:
 - A. Renew the Agreement pursuant to the automatic renewal clause in Paragraph 3 for an additional three years Federal Fiscal Years 2018, 2019, and 2020.
 - B. Pursuant to HUD Community Planning and Development Notice CPD-17-03 issued April 12, 2017:
 1. Delete and substitute the reference of "*CDBG and HOME*" throughout the Agreement and substitute with the following language: **"CDBG, HOME, and ESG"**
 2. Delete paragraph 5 in its entirety and substitute with the following:

The County and the Municipality will take all actions necessary to assure compliance with the County's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively further fair housing. The Parties will also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which incorporates Section 504 of the Rehabilitation Act of 1973, as amended and the Age Discrimination Act of 1975, as well as, the Americans with Disabilities Act of 1990 and all other applicable laws.
 3. Delete paragraph 14 in its entirety and substitute with the following:

14. The participating Municipality understands that it:

 - a. **May not apply for grants from appropriations under the State CDBG Programs for fiscal years during the period in which it participates in the County's CDBG Program.**

- b. **May receive a formula allocation under the HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the Municipality cannot form a HOME consortium with other local governments and shall not participate a HOME consortium except through the County.**
- c. **May receive a formula allocation under the ESG Program only through the County.**

III. Delete paragraph 10 in its entirety and substitute the following language:

The County and Municipality agree that the terms, conditions and obligations of this Agreement are enforceable and shall remain in effect until such time as the Agreement is not renewed pursuant to Paragraphs 2 and 3. Notwithstanding the foregoing, if any action is taken by any federal agency or instrumentality to suspend, decrease or terminate its fiscal obligation affecting the capacity of the Parties to continue this Agreement, the Parties may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement.

- IV. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.
- V. The foregoing paragraphs contain all the changes made by this Amendment. All other terms and conditions of the original Agreement remain the same and in full force and effect as approved and amended.

IN WITNESS THEREOF, the Parties have signed this agreement:

APPROVED BY:
CITY OF EL MIRAGE

APPROVED BY:
MARICOPA COUNTY

Lana Mook
Mayor

Denny Barney
Chairman, Board of Supervisors

Date: _____

Date: _____

Attested To:

Attested To:

City Clerk

Maricopa County Clerk of the Board

The terms and provisions of this Agreement as amended are fully authorized under State and local law and provide the County with the authority to undertake or assist in the undertaking of essential community renewal and lower income housing assistance activities.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Attorney for the City

BY: _____
Maricopa County Deputy County Attorney

Date: _____

Date: _____



Dr. Spencer A. Isom Date 6/2/12

AMENDED AND RESTATED
**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF EL MIRAGE AND THE
CITY OF TOLLESON FOR POLICE DISPATCH SERVICES AND ADMINISTRATION**

This Intergovernmental Agreement ("Agreement") is entered into as of the ____ day of _____, 2017 (the "Effective Date") by and between the City of El Mirage, an Arizona municipal corporation ("El Mirage"), and the City of Tolleson, an Arizona municipal corporation ("Tolleson"). El Mirage and Tolleson are jointly referred to herein as the "Parties" and individually, as a "Party."

RECITALS

WHEREAS, the Parties are authorized by Ariz. Rev. Stat. §11-952 to enter into this Agreement; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities; and

WHEREAS, it is the desire of the Parties participating in this Agreement to work together for mutual benefit of our communities, the public and our personnel; and

WHEREAS, the Parties desire to more effectively provide police dispatch services and administration by participating in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

AGREEMENT

1. **Term of Agreement.** The initial term of this Agreement shall be from July 1, 2016 through June 30, 2017 (the "Initial Term"), and shall automatically renew itself annually for ten (10) years upon the first day of July of each year if El Mirage provides Tolleson written notice, no later than December 31, of funding availability for the following fiscal year.

2. **Purpose and Intent.** The City of Tolleson currently does not provide dispatch services to the El Mirage Police Department. In an effort to provide timely services to its Police Department, El Mirage has requested Tolleson to provide E-9-1-1 and non-emergency call answering communications and dispatch services and administration of its police records management system. The purpose of this Agreement shall be for the provision of:

- a) E-9-1-1 and non-emergency call answering communications and dispatch services,
- b) administration of the Arizona Criminal Justice Information System ("ACJIS") record files in connection with providing the dispatch services by Tolleson on behalf of El Mirage; and
- c) providing El Mirage's access to and use of Tolleson's police records management system (Spillman Technologies' software and related computer hardware, but not the records themselves) provided, however, that El Mirage shall be responsible for obtaining their own licenses, purchasing of modules and paying annual software maintenance costs.

2.1 Tolleson, through the Communications Center located at 8350 West Van Buren, Tolleson, Arizona, 85353, shall be responsible for providing E-9-1-1 and non-emergency call answering communications and dispatch services pursuant to this Agreement. The Communication Center is operated as a division of the City of Tolleson Police Department. Except as otherwise agreed to, Tolleson shall retain exclusive authority over the Communication Center. Tolleson agrees to provide El Mirage forty-eight (48) hours' notice, in a manner requested by El Mirage, of any programmed downtime of its communications and case management systems.

2.2 El Mirage and Tolleson will work together to develop and revise police dispatch procedures and protocols. The Parties agree to meet quarterly to accomplish this purpose. This may include, but not be limited to, the use of radio codes, code tables, and other standing orders regarding the Communication Center and communication and dispatch. The Parties acknowledge that compliance with Regional Wireless Cooperative ("RWC") technical requirements for operating the communications system shall be the responsibility of Tolleson, considering the needs of El Mirage. The Parties further acknowledge that they shall be individually responsible for their respective RWC subscriber accounts, mobile and portable radios and programming, fees, assessments and any other RWC requirements.

2.3 All data produced by El Mirage shall be exclusively owned by El Mirage even though it may be housed and maintained on computers owned by Tolleson. Tolleson shall not release El Mirage's data except in conformity with law or in accordance with El Mirage's consent. Tolleson shall notify El Mirage as soon as practical after receiving a request for El Mirage data.

3. **Personnel.** The Chief of the Tolleson Police Department shall use his reasonable discretion to determine the number of Public Safety Communications Officers (dispatchers) to be hired and needed at any given time in order to properly provide the El Mirage Police Department necessary communication and dispatch services twenty-four (24) hours a day, seven (7) days a week. Tolleson shall be responsible for hiring and training all dispatchers deemed necessary by the Chief of the Tolleson Police Department to serve the dispatch needs of El Mirage. The dispatchers shall be employees of the City of Tolleson subject to all City of Tolleson rules and regulations under the direction of the Tolleson Police Department Support Services Manager. Tolleson shall also provide training to El Mirage staff and new hires as may be needed with respect to the operation of the dispatch and case management systems. El Mirage shall cover the costs of hiring and training the additional dispatchers as set forth in Subsection 4.2 below.

4. **Costs.** In consideration of the services provided by Tolleson, El Mirage shall pay Tolleson the amount set forth on Exhibit "A", which will be the annual fee beginning with execution of the contract and continuing through the 30th day of June, 2017.

4.1 In addition to the annual fee, El Mirage shall reimburse Tolleson, upon invoice, Tolleson's costs associated with the start-up of providing services to El Mirage. Such start-up costs shall be in accordance with Exhibit "A" attached hereto.

4.2 After the Initial Term, as part of its annual budget process, El Mirage shall appropriate sufficient funds to cover the annual fee under this Agreement. El Mirage agrees that updates may be made to the annual fee each year. In order to plan for the annual fee, the Parties agree to meet and agree to an [RN1]updated annual fee for the following fiscal year on or before March 15 of the current fiscal year. El Mirage shall pay Tolleson the updated annual fee beginning on the 1st day of July and continuing through

the 30th day of June, for each fiscal year of service until June, 2027. In addition, should the two Parties hereafter agree in writing, Tolleson shall provide and El Mirage shall pay for the proportional costs of providing any additional dispatch personnel required to comply with Section 3. Any additional personnel required to provide service under this Agreement, shall commence employment on the next renewal date. The method of allocating proportional costs for additional dispatch personnel shall be based on each entity's respective calls for service.

5. **Payment.** Upon execution of this Agreement, El Mirage shall pay Tolleson an amount equal to twenty-five percent (25%) of the total annual fee and shall make the same twenty-five percent (25%) payment on or about the first day of every third month. All start-up costs shall be paid upon invoice by Tolleson. After the Initial Term, the annual fee shall be paid as set forth in Subsection 4.2.

6. **Grants.** The Parties shall support efforts to apply and receive Federal and State Grants. In the event of termination of this Agreement, all right to and interest in Federal and State grants shall revert to Tolleson, unless otherwise set forth by the terms of the applicable grant.

7. **Equipment.** El Mirage shall purchase or otherwise provide all initial equipment necessary to provide E-9-1-1, non-emergency call answering communications, dispatch services, and administration of its police records management system. This shall include all equipment required for personnel of the El Mirage Police Department to communicate with the Tolleson Communications Center. Equipment required for personnel of the El Mirage Police Department to communicate would include items such as one dispatch console, handheld and portable radios, MDCs, remote access equipment/server, switches, and firewall and microwave link. Tolleson will work with the City of El Mirage to allow El Mirage Police Mobile Data Computers (MDC) remote access to its network and RMS system. In the event El Mirage does not acquire and/or provide the necessary initial equipment, Tolleson will be under no obligation to provide communications and dispatch services to El Mirage and may terminate this Agreement sixty (60) days after notifying El Mirage of such initial equipment deficiency. During such sixty (60) days, Tolleson is not required to provide any service dependent upon such equipment nor supply the missing initial equipment itself.

7.1 All initial equipment purchased or provided by El Mirage shall remain the property of El Mirage and, at El Mirage's request, shall be returned to El Mirage by Tolleson upon termination of this Agreement. El Mirage shall maintain an inventory list identifying its equipment.

7.2 El Mirage shall be responsible for maintaining in good working order and repair all initial equipment purchased or provided by El Mirage. In the event that any initial equipment purchased or provided by El Mirage is damaged, lost, stolen or no longer operative, El Mirage will be responsible for the expense for replacement, repair, or reimbursement. Nothing herein shall relieve either party from their responsibility to provide their own equipment for receiving communications and their own equipment sending communications.

7.3 Tolleson shall have the discretion to upgrade any of the equipment/software associated with providing services under this Agreement. In the event that Tolleson elects to upgrade the equipment, El Mirage shall reimburse Tolleson for the cost to upgrade El Mirage's equipment as follows: 1) Upgrades costing less than or equal to \$100,000 shall be paid by El Mirage in the same manner and time as Tolleson, 2) Upgrades costing more than \$100,000 shall be paid by El Mirage in August of the subsequent fiscal year.

7.4 El Mirage shall be responsible for complying with ACJIS certification through the Arizona Department of Public Safety.

8. **No Obligation to Respond.** Nothing in this Agreement is intended and shall not be construed to require the Tolleson police department to respond to calls for emergencies or provide law enforcement services for events that occur in the City of El Mirage. Notwithstanding the foregoing Tolleson will render assistance in accordance with State statute and City of Tolleson Police Department Policies and Procedures.

9. **Hold Harmless and Indemnification.** Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party to the extent arising from any negligent, reckless or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

9.1 Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend the other party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost, or judgment made against the Indemnified Party to the extent arising from any negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

9.2 In the event of any lawsuit that names the Parties as a defendant ("Defendant Party" or "Defendant Parties") the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other to the extent of the comparative allocation.

9.3 The Parties further agree that they are not joint employers for the purpose of workers compensation coverage and that any Party's employee assigned by a Party to do work under this agreement shall remain an employee of such Party.

10. **Insurance.** The Parties mutually agree to provide for their respective financial responsibilities with respect to liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program. The Parties shall be fully responsible for any workers' compensation claims made by an individual determined to be an employee of that Party.

11. **Dispute Resolution.** In the event of any dispute, claim question or disagreement missing from or relating to this IGA or the breach thereof the Parties hereto shall use their best efforts to settle the dispute claim question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests attempt to reach a just and equitable solution satisfactory to both Parties. If that fails, the Chief of Police of Tolleson has the final authority to decide all disputes involving the operations pursuant to this agreement. In the event the Parties are unable to resolve a dispute, claim, question, or disagreement relating to an alleged breach of this Agreement, or involving liability to a third party or a party's obligation to indemnify the other party as a result of an event arising out of this Agreement, Tolleson and El Mirage agree to submit such dispute to mediation with a mutually agreed upon mediator. In the event of a disputed claim, each Party shall be responsible for its own costs and attorney fees.

12. **Termination.** Either party may terminate this Agreement on the renewal date or for convenience upon one hundred eighty (180) days prior written notice to the other party. Either party may terminate this agreement for breach upon providing thirty (30) days written notice to the other party.

13. **Notice.** Any notice required to be given under this Agreement will be provided by mail to:

Tolleson: City of Tolleson
Attn: Police Chief and City Manager
8350 W. Van Buren
Tolleson, Arizona 85353

With a copy to: City of El Mirage
Attn: Police Chief
12401 W. Cinnabar Ave.
El Mirage, Arizona 85335

14. **Conflict of interest.** No member, official or employee of any of the Parties may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Ariz. Rev. Stat. §38-5 I.I. Each Party warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement, other than the costs set forth herein and normal costs of conducting business and costs of professional services.

15. **General Provisions.** There will be no additional charge for administrative fees other than as identified in "Exhibit A". [RN2]

15.1 The Parties and their respective Councils shall not unreasonably withhold appropriate authority to fund this Agreement. Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and or governing bodies of the respective Parties. However, in the event that a party fails to appropriate funds to effectuate this agreement, the Agreement shall terminate at the end of appropriated fiscal year.

15.2 No individual member, official or employee of either Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach under the terms of this Agreement.

15.3 Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default will not operate as a waiver of any default or of any such rights or remedies or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

15.4 If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

15.5 Ariz. Rev. Stat. §41-4401, the Parties mutually warrant that they are in compliance with and further acknowledge that:

15.5.1 They and their subcontractors, if any, warrant their compliance with Ariz. Rev. Stat. §41-4401 and all federal immigration laws and regulations that relate to their employees and their compliance with Ariz. Rev. Stat. §23-214, subsection A and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer;

15.5.2 A breach of a warranty under subsection 15.5.1 above, shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement;

15.5.3 The Parties mutually retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the agreement to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 15.5.1. above, and that the contractor agrees to make all papers and employment records of said employees(s) available during normal working hours in order to facilitate such an inspection;

15.5.4 Nothing herein shall make any contractor or subcontractor an agent or employee of either of the contracting governmental entities.

15.6 The captions contained in this Agreement are merely a reference and are not to be used to constitute or limit the text.


15.7 Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of Tolleson and El Mirage.

15.8 Each party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such party's then current fiscal year. Each party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the party concerning budgeted purposes and appropriation of funds. Should either party elect not to appropriate and budget funds to pay its obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and such party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each party has no obligation or duty of good faith to budget or appropriate the payment of the party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of either party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of such party. The Parties hereby waive any and all rights to bring any claim against each other from or relating in any way to either party's termination of this Agreement pursuant to this section.

[End of Agreement. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby subscribe their names this ____ day of _____, 2017.


City of Tolleson



City Manager
Reyes Medrano

City of El Mirage

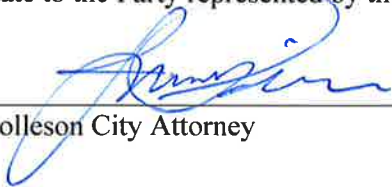
City Manager
Spencer A. Isom



City Clerk
Crystal Zamora

City Clerk
Sharon Antes

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to the Party represented by the undersigned legal counsel.



Tolleson City Attorney

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to the Party represented by the undersigned legal counsel.

El Mirage City Attorney

EL MIRAGE PD DISPATCH SERVICES IGA EXHIBIT "A"

Tolleson Police Department El Mirage Dispatch Services Cost Projections

ANNUAL COSTS

Dispatcher position x3	\$208,091.52	Includes salaries and ERE's
Public Safety Systems Tech	\$69,363.84	Includes salary and ERE's
Duties include Spillman DB troubleshooting, EMPD training on Spillman, oversight of XML transfer and other Spillman interfaces programming & troubleshooting of 911, radio and voice logger systems		
Supervisory	\$90,883.52	Includes salary and ERE's
Overtime	\$20,000.00	
Spillman Maintenance	Each agency pay Spillman directly for respective fees	
Motorola Maintenance	\$15,000.00 *	Verify with Motorola
Voice Logger Maintenance	\$600.00	
IT Support (secure network & connectivity)	\$9,150.00	
Interpretation Services	\$1,200.00	
Internet Services	\$5,100.00	
Sub-total:	\$419,388.88	

Management and administration	\$22,219.44
Includes employee management including evaluations, discipline, complaints, investigations and other associated employee issues that must be handled at the management level. Calculated at 5% of annual sub-total, based upon estimated management time required.	

TOTAL ANNUAL COSTS \$441,608.32

START-UP COSTS

Personnel - 3 dispatchers hired 16wks prior	\$69,363.84	Inc 4 mos. Salaries & ERE's
Dispatch position furniture (inc cabling, electrical)	\$23,000.00 *	
Move and installation of MCC7500 radio console	Note in IGA MCC7500 will be provided by El Mirage	
or purchase of new MCC7500 if required		
911 computer telephony integration system (CTI)	\$30,000.00 *	
Purchase of second router and Internet connection	\$15,000.00 *	
Voice logger channels	\$3,500.00 *	
Project management	\$14,400.00	
Includes staff overtime to manage project meetings, equipment installation and coordination and programming of new systems and training of new dispatchers. Calculated using \$30.00 overtime rate for 480 hours (20 hours per week for 24 weeks)		
\$155,263.84		

FY 2016 - 2017 COSTS

Start-up costs	\$155,263.84
Annual costs for 1/2 year (if go live Jan 1, 2017)	\$220,804.16

TENTATIVE FIRST YEAR TOTAL COST \$376,068.00

* Costs not to exceed these amounts

NOTE: Costs do not include RWC subscriber and maintenance fees or data migration from one Spillman server to another.

NOTE: Amounts are all initial assessments based upon preliminary calculations without actual cost estimates based upon sensitivity of the project.

Revised 6/13/2016

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/26/2017</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <u>X</u> OTHER: Public Hearing	SUBJECT: Consideration and action to hold a public hearing to permit any taxpayer to be heard in favor or against any proposed expenditure or tax levy.
DATE ACTION REQUESTED: <u>06/06/2017</u>		
<u>X</u> REGULAR ___ CONSENT		

TO: Mayor and Council
FROM: Robert Nilles – Deputy City Manager/Finance Director
RECOMMENDATION: Approve holding a public hearing to permit any taxpayer to be heard in favor or against any proposed expenditure or tax levy.
PROPOSED MOTION: I move to open the public hearing as presented
ATTACHMENTS: N/A

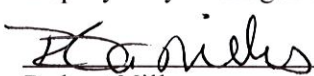
DISCUSSION: The expenditure limitation for the City Of El Mirage for fiscal year 2017-2018 is \$69,711,500 including transfers of \$7,841,500. This limit is \$20,940,500 less than last year's limit. The primary property tax levy will be \$1,654,937, the same amount as last year. The secondary property tax levy will be \$2,030,000, the amount needed to pay voter authorized debt.

FINANCIAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

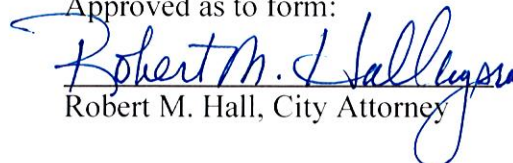
BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:


 Robert Nilles


6/2/17
 Date

Approved as to form:


 Robert M. Hall, City Attorney

6/2/17
 Date


City Manager:


 Dr. Spencer A. Isom

6/2/17
 Date

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/26/2017</u>	TYPE OF ACTION: _____ RESOLUTION # _____ _____ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Convene Special Meeting	SUBJECT: Consideration and action to convene in a Special Meeting to finally determine and adopt estimates of proposed expenditures pursuant to A.R.S. §42-1710. Adoption of budget.
DATE ACTION REQUESTED: <u>06/06/2017</u>		
<input checked="" type="checkbox"/> REGULAR _____ CONSENT		

TO: Mayor and Council
FROM: Robert Nilles – Deputy City Manager/Finance Director 
RECOMMENDATION: Convene in Special Meeting to finally determine and adopt estimates of proposed expenditures pursuant to A.R.S. §42-1710. Adoption of Budget.
PROPOSED MOTION: I move to convene in a Special Meeting as presented.
ATTACHMENTS: N/A

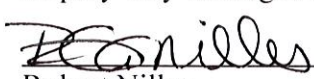
DISCUSSION: To comply with state law a Special Meeting must be convened for the purpose of voting on adopting the Final FY 2017/18 Budget.

FINANCIAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

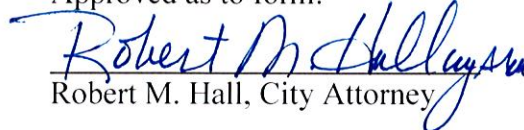
BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:


 Robert Nilles

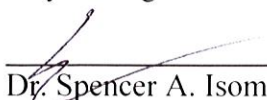
6/2/17
Date

Approved as to form:


 Robert M. Hall, City Attorney

6/2/17
Date


City Manager:


 Dr. Spencer A. Isom

6/2/17
Date

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/26/2017</u> DATE ACTION REQUESTED: <u>06/06/2017</u> REGULAR <input type="checkbox"/> CONSENT <input type="checkbox"/> SPECIAL MEETING <input checked="" type="checkbox"/>	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION # <u>R17-06-11</u> <input type="checkbox"/> ORDINANCE # _____ <input type="checkbox"/> OTHER: _____	SUBJECT: Consideration and action to approve Resolution R17-06-11 to finally determine and adopt the FY 2017-2018 proposed spending limitation and budget.
--	---	---

TO: Mayor and Council
FROM: Robert Nilles – Deputy City Manager/Finance Director 
RECOMMENDATION: Approve Resolution R17-06-11 adopting the spending limitation and budget of \$69,711,500 including transfers of \$7,841,500 and other financing uses of \$2,227,000 for the City of El Mirage for FY2017-2018.
PROPOSED MOTION: I move to approve Resolution R17-06-11 adopting the FY 2017-2018 spending limitation and budget as presented.
ATTACHMENTS: Resolution R17-06-11; Schedules A-G; Tentative to Final Budget Reconciliation, Compensation Plan, FY 2016/17 Capital Project Carry Forward

DISCUSSION: The expenditure limitation for the City of El Mirage for FY 2017-2018 will be \$69,711,500 including transfers of \$7,841,500 and other financing uses of \$2,227,000. This limit is \$20,940,500 less than last year's limit.

FINANCIAL IMPACT: The maximum expenditure limitation for FY 2017-2018 will be \$69,711,500.

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

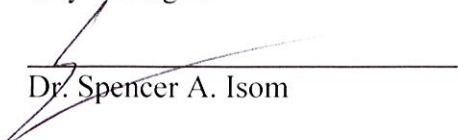
Deputy City Manager/Finance Director:

 4/2/17
Robert Nilles Date

Approved as to form:

 6/2/17
Robert M. Hall, City Attorney Date

City Manager:

 6/2/17
Dr. Spencer A. Isom Date

CITY OF EL MIRAGE, ARIZONA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2018

Fiscal Year	S c h	FUNDS							
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2017 Adopted/Adjusted Budgeted Expenditures/Expenses*	E	25,991,500	15,459,000	1,135,000	23,332,500	0	15,570,500	0	81,488,500
2017 Actual Expenditures/Expenses**	E	25,991,500	5,459,000	1,135,000	23,332,500	0	15,570,500	0	71,488,500
2018 Fund Balance/Net Position at July 1***		13,180,000	1,965,000	125,000	11,055,000		8,360,000		34,685,000
2018 Primary Property Tax Levy	B	1,654,937							1,654,937
2018 Secondary Property Tax Levy	B			2,030,000					2,030,000
2018 Estimated Revenues Other than Property Taxes	C	17,055,063	14,455,000	0	3,800,000	0	14,170,000	0	49,480,063
2018 Other Financing Sources	D	0	0	0	0	0	1,970,000	0	1,970,000
2018 Other Financing (Uses)	D	0	0	1,136,000	0	0	1,091,000	0	2,227,000
2018 Interfund Transfers In	D	2,833,000	1,269,000	100,000	1,315,500	0	2,324,000	0	7,841,500
2018 Interfund Transfers (Out)	D	2,444,500	1,140,000	0	0	0	4,257,000	0	7,841,500
2018 Reduction for Amounts Not Available:									
LESS: Amounts for Future Debt Retirement:									0
									0
									0
									0
2018 Total Financial Resources Available		32,278,500	16,549,000	1,119,000	16,170,500	0	21,476,000	0	87,593,000
2018 Budgeted Expenditures/Expenses	E	20,505,500	16,066,500	1,073,000	7,030,000	0	14,968,000	0	59,643,000

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2017	2018
1. Budgeted expenditures/expenses	\$ 81,488,500	\$ 59,643,000
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	81,488,500	59,643,000
4. Less: estimated exclusions		2,520,000
5. Amount subject to the expenditure limitation	\$ 81,488,500	\$ 57,123,000
6. EEC expenditure limitation	\$	\$ 121,187,082

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF EL MIRAGE, ARIZONA
Tax Levy and Tax Rate Information
Fiscal Year 2018

	<u>2017</u>	<u>2018</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>2,072,133</u>	\$ <u>2,131,459</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>1,654,937</u>	\$ <u>1,654,937</u>
B. Secondary property taxes	<u>2,030,000</u>	<u>2,030,000</u>
C. Total property tax levy amounts	\$ <u>3,684,937</u>	\$ <u>3,684,937</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>1,624,000</u>	
(2) Prior years' levies	<u>30,000</u>	
(3) Total primary property taxes	\$ <u>1,654,000</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>2,030,000</u>	
(2) Prior years' levies	<u>50,000</u>	
(3) Total secondary property taxes	\$ <u>2,080,000</u>	
C. Total property taxes collected	\$ <u>3,734,000</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>1.6992</u>	<u>1.6319</u>
(2) Secondary property tax rate	<u>2.0842</u>	<u>2.0018</u>
(3) Total city/town tax rate	<u>3.7834</u>	<u>3.6337</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>no</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
GENERAL FUND			
Local taxes			
City Sales Tax	\$ 6,700,000	\$ 6,700,000	\$ 6,800,000
TPT Assessments	35,000	35,000	35,000
Uncollected Primary Property Tax	(29,937)	(29,937)	(29,937)
Franchise Fees	750,000	750,000	740,000
Licenses and permits			
Business License Fees	100,000	100,000	90,000
Building Permit Fees	150,000	150,000	150,000
Intergovernmental			
State Sales Tax	3,000,000	3,000,000	3,070,000
State Income Tax	3,950,000	3,950,000	4,260,000
State Income Tax	1,250,000	1,250,000	1,370,000
Vehicle License Tax			
Charges for services			
Planning And Zoning Fees	20,000	20,000	20,000
Engineering Inspection Fees	80,000	80,000	50,000
Plan Check Fees	60,000	60,000	60,000
Rent - Library	10,000	10,000	10,000
Rural Metro Transports	40,000	40,000	70,000
Sport Programs	5,000	5,000	5,000
Athletic Field Rentals	5,000	5,000	5,000
Ramada Rentals			
Special Events	45,000	45,000	30,000
Fines and forfeits			
Jail Incarceration Fine	20,000	20,000	25,000
Interest on investments			
Interest	50,000	50,000	110,000
In-lieu property taxes			
Fire Insurance Premium Tax	30,000	30,000	35,000
Contributions			
Voluntary contributions			
Miscellaneous			
Other	140,000	140,000	150,000
Total General Fund	\$ 16,410,063	\$ 16,410,063	\$ 17,055,063

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
SPECIAL REVENUE FUNDS			
HURF Taxes	\$ 1,950,000	\$ 1,950,000	\$ 2,100,000
	\$ 1,950,000	\$ 1,950,000	\$ 2,100,000
Municipal Court Fund Fines and Forfeitures	\$ 220,000	\$ 220,000	\$ 220,000
Municipal Court Fund Miscellaneous	125,000	125,000	90,000
	\$ 345,000	\$ 345,000	\$ 310,000
Municipal Court Enhancement Fund Fines and Forfeitures	\$ 140,000	\$ 140,000	\$ 140,000
	\$ 140,000	\$ 140,000	\$ 140,000
Local Transportation Assistance Fund Fees	\$ 96,000	\$ 96,000	\$ 95,000
	\$ 96,000	\$ 96,000	\$ 95,000
Police Towing Fund Fines & Forefeitures	\$ 71,000	\$ 71,000	\$ 70,000
	\$ 71,000	\$ 71,000	\$ 70,000
CDBG Fund Grants	\$	\$	\$ 755,000
	\$	\$	\$ 755,000
Photo Radar Fund Fines & Forefeitures	\$ 485,000	\$ 485,000	\$ 490,000
	\$ 485,000	\$ 485,000	\$ 490,000
Special Projects Donations	\$	\$	\$
Special Projects Grants	10,449,500	449,500	10,495,000
	\$ 10,449,500	\$ 449,500	\$ 10,495,000
Total Special Revenue Funds	\$ 13,536,500	\$ 3,536,500	\$ 14,455,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
DEBT SERVICE FUNDS			
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Debt Service Funds	\$ _____	\$ _____	\$ _____
CAPITAL PROJECTS FUNDS			
Streets Capital Fund Grants	\$ 10,553,000	\$ 10,553,000	\$ 3,800,000
	\$ 10,553,000	\$ 10,553,000	\$ 3,800,000
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Capital Projects Funds	\$ 10,553,000	\$ 10,553,000	\$ 3,800,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
PERMANENT FUNDS			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total Permanent Funds	\$	\$	\$
ENTERPRISE FUNDS			
Sanitation Charges for Services	\$ 1,525,000	\$ 1,525,000	\$ 1,575,000
	\$ 1,525,000	\$ 1,525,000	\$ 1,575,000
Sewer Charges for Services	\$ 3,100,000	\$ 3,100,000	\$ 3,200,000
	\$ 3,100,000	\$ 3,100,000	\$ 3,200,000
Water Charges for Services	\$ 8,495,000	\$ 8,495,000	\$ 9,155,000
Water Fines and Forefeitures	180,000	180,000	180,000
Water Miscellaneous	5,000	5,000	60,000
	\$ 8,680,000	\$ 8,680,000	\$ 9,395,000
	\$	\$	\$
	\$	\$	\$
Total Enterprise Funds	\$ 13,305,000	\$ 13,305,000	\$ 14,170,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
INTERNAL SERVICE FUNDS			
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Internal Service Funds	\$ _____	\$ _____	\$ _____
TOTAL ALL FUNDS	\$ <u>53,804,563</u>	\$ <u>43,804,563</u>	\$ <u>49,480,063</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018		INTERFUND TRANSFERS 2018	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Sewer Fund	\$	\$	818,000	\$
Water Fund			1,228,000	250,000
Sanitation Fund			297,000	
Photo Enforcement Fund			490,000	
Court Fund				265,000
Capital Streets Fund				825,500
HURF				1,004,000
CDBG				
Debt Service				100,000
Total General Fund	\$	\$	2,833,000	\$ 2,444,500
SPECIAL REVENUE FUNDS				
Photo Enforcement Fund	\$	\$		980,000
Court Fund			265,000	
HURF			1,004,000	160,000
Total Special Revenue Funds	\$	\$	1,269,000	\$ 1,140,000
DEBT SERVICE FUNDS				
Debt Service	\$	\$ 1,136,000	100,000	\$
Total Debt Service Funds	\$	\$ 1,136,000	100,000	\$
CAPITAL PROJECTS FUNDS				
Capital Streets Fund	\$	\$	1,315,500	\$
Total Capital Projects Funds	\$	\$	1,315,500	\$
PERMANENT FUNDS				
	\$	\$		\$
Total Permanent Funds	\$	\$		\$
ENTERPRISE FUNDS				
Sewer Fund	\$	\$ 23,000	1,020,000	1,712,000
Water Fund	1,970,000	1,068,000	1,304,000	2,248,000
Sanitation Fund				297,000
Total Enterprise Funds	\$ 1,970,000	\$ 1,091,000	\$ 2,324,000	\$ 4,257,000
INTERNAL SERVICE FUNDS				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 1,970,000	\$ 2,227,000	\$ 7,841,500	\$ 7,841,500

CITY OF EL MIRAGE, ARIZONA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
GENERAL FUND				
Mayor and Council	\$ 247,000	\$	\$ 247,000	\$ 242,000
City Clerk	205,500		205,500	188,000
Safety & Loss Control	304,000		304,000	325,000
Administration	1,054,000		1,054,000	1,307,000
Legal Services	1,106,000		1,106,000	1,559,500
Human Resources	412,500		412,500	421,500
Financial Services	639,000		639,000	650,500
Economic Development				123,000
Information Technology	877,500		877,500	879,500
Recreation	150,500		150,500	192,500
Parks	916,000		916,000	880,000
Facilities Management	694,000		694,000	737,000
Fleet Management	173,500		173,500	197,000
Community Development	540,500		540,500	397,000
Police	7,349,000		7,349,000	7,310,500
Code Compliance	315,500		315,500	311,000
Fire	3,066,000		3,066,000	3,681,500
Fire & Building Safety	296,500		296,500	311,000
Contingency	7,644,500		7,644,500	792,000
Total General Fund	\$ 25,991,500	\$	\$ 25,991,500	\$ 20,505,500
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	\$ 2,477,000	\$	\$ 2,477,000	\$ 2,873,500
LTAF Fund	396,000		396,000	433,500
Municipal Court Fund	568,500		568,500	601,000
Municipal Court Enhancement Fund	790,000		790,000	275,000
CDBG Fund				755,000
Special Projects Fund	10,521,500		521,500	10,576,500
Police Towing Fund	221,000		221,000	71,000
Photo Radar Fund	485,000		485,000	481,000
Total Special Revenue Funds	\$ 15,459,000	\$	\$ 5,459,000	\$ 16,066,500
DEBT SERVICE FUNDS				
Debt Service Fund	\$ 1,135,000	\$	\$ 1,135,000	\$ 1,073,000
Total Debt Service Funds	\$ 1,135,000	\$	\$ 1,135,000	\$ 1,073,000
CAPITAL PROJECTS FUNDS				
Capital - Streets Fund	\$ 23,332,500	\$	\$ 23,332,500	\$ 7,030,000
Total Capital Projects Funds	\$ 23,332,500	\$	\$ 23,332,500	\$ 7,030,000
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Sanitation Fund	\$ 1,129,500	\$	\$ 1,129,500	\$ 1,175,500
Sewer Fund	3,912,000		3,912,000	3,877,500
Water Fund	10,529,000		10,529,000	9,915,000
Total Enterprise Funds	\$ 15,570,500	\$	\$ 15,570,500	\$ 14,968,000
INTERNAL SERVICE FUNDS				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 81,488,500	\$	\$ 71,488,500	\$ 59,643,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
City Clerk:				
General Fund	\$	\$	\$	\$
List other funds				
Department Total	\$	\$	\$	\$

List Department:

General Fund	\$	\$	\$	\$
List other funds				
Department Total	\$	\$	\$	\$

List Department:

General Fund	\$	\$	\$	\$
List other funds				
Department Total	\$	\$	\$	\$

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Full-Time Employees and Personnel Compensation
Fiscal Year 2018

FUND	Full-Time Equivalent (FTE) 2018	Employee Salaries and Hourly Costs 2018	Retirement Costs 2018	Healthcare Costs 2018	Other Benefit Costs 2018	Total Estimated Personnel Compensation 2018
GENERAL FUND	128	\$ 9,179,000	\$ 1,867,000	\$ 1,157,000	\$ 1,081,000	\$ 13,284,000
SPECIAL REVENUE FUNDS						
Court	10	\$ 513,000	\$ 49,000	\$ 83,000	\$ 54,000	\$ 699,000
HURF	4	\$ 199,500	\$ 22,000	\$ 50,000	\$ 26,000	\$ 297,500
Total Special Revenue Funds	14	\$ 712,500	\$ 71,000	\$ 133,000	\$ 80,000	\$ 996,500
DEBT SERVICE FUNDS						
		\$	\$	\$	\$	\$
Total Debt Service Funds		\$	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS						
		\$	\$	\$	\$	\$
Total Capital Projects Funds		\$	\$	\$	\$	\$
PERMANENT FUNDS						
		\$	\$	\$	\$	\$
Total Permanent Funds		\$	\$	\$	\$	\$
ENTERPRISE FUNDS						
Water	23	\$ 1,421,500	\$ 157,000	\$ 190,000	\$ 170,000	\$ 1,938,500
Sewer	8	\$ 442,500	\$ 50,000	\$ 87,000	\$ 60,000	\$ 639,500
Total Enterprise Funds	31	\$ 1,864,000	\$ 207,000	\$ 277,000	\$ 230,000	\$ 2,578,000
INTERNAL SERVICE FUND						
		\$	\$	\$	\$	\$
Total Internal Service Fund		\$	\$	\$	\$	\$
TOTAL ALL FUNDS	173	\$ 11,755,500	\$ 2,145,000	\$ 1,567,000	\$ 1,391,000	\$ 16,858,500

Tentative to Final Budget Reconciliation

1. Move 96k from Legal Dept 10-440-358 to Police OT 10-551-111
2. Move 39k from Legal Dept 10-440-358 to Police to cover benefits for additional OT
 - a. 6k – Social Security 10-551-130
 - b. 1k –Medicare 10-551-131
 - c. 32k – PSPRS 10-551-133
3. Correct employee code for Joseph Fusco resulting in a 36k reduction in Fire Personnel costs.

CITY OF EL MIRAGE
CLASSIFICATION AND COMPENSATION SCHEDULE - RANGE ORDER

Effective Date: July 1, 2017

25TH PERCENTILE MARKET COMPENSATION PLAN								
Range	Position Title	FLSA	Hrly Min	Hrly Mid	Hrly Max	Annual Minimum	Annual Mid-Point	Annual Maximum
610	OFFICE ASSISTANT - RECEPTIONIST	NE	\$ 12.19	\$ 14.62	\$ 17.06	\$ 25,348	\$ 30,418	\$ 35,488
611			\$ 12.78	\$ 15.34	\$ 17.90	\$ 26,589	\$ 31,907	\$ 37,225
612			\$ 13.75	\$ 16.50	\$ 19.25	\$ 28,600	\$ 34,320	\$ 40,040
613	CUSTOMER SERVICE REPRESENTATIVE I	NE	\$ 14.67	\$ 17.60	\$ 20.53	\$ 30,504	\$ 36,605	\$ 42,706
	JUDICIAL ASSISTANT	NE						
	MAINTENANCE WORKER I	NE						
	UTILITIES TECHNICIAN TRAINEE	NE						
	WASTEWATER TRAINEE	NE						
614	ADMINISTRATIVE ASSISTANT	NE	\$ 17.34	\$ 20.81	\$ 24.28	\$ 36,072	\$ 43,286	\$ 50,500
	CUSTOMER SERVICE REPRESENTATIVE II	NE						
	MAINTENANCE WORKER II	NE						
	POLICE PROPERTY TECHNICIAN	NE						
	POLICE RECORDS SPECIALIST	NE						
615	ACCOUNT CLERK	NE	\$ 18.21	\$ 21.85	\$ 25.49	\$ 37,875	\$ 45,450	\$ 53,025
	ACCOUNT CLERK - PAYROLL	NE						
	ADMINISTRATIVE ASSISTANT, SENIOR	NE						
	JUDICIAL ASSISTANT, SENIOR	NE						
	LABORATORY TECHNICIAN	NE						
	PHOTO ENFORCEMENT COORDINATOR	NE						
	UTILITIES TECHNICIAN I	NE						
	VEHICLE IMPOUND COORDINATOR	NE						
	WASTEWATER OPERATOR I	NE						
616	BUILDING INSPECTOR	NE	\$ 20.12	\$ 24.14	\$ 28.17	\$ 41,848	\$ 50,217	\$ 58,587
	CUSTOMER SERVICE REPRESENTATIVE, SENIOR	NE						
	FLEET MECHANIC	NE						
	ENGINEERING INSPECTOR	NE						
	INFORMATION TECHNOLOGY TECHNICIAN	NE						
NEW	JUDICIAL ASSISTANT, LEAD	NE						
	MAINTENANCE WORKER III	NE						
	MANAGEMENT ANALYST I	NE						
	UTILITIES TECHNICIAN II	NE						
	WASTEWATER OPERATOR II	NE						
617	CODE ENFORCEMENT OFFICER	NE	\$ 21.90	\$ 26.28	\$ 30.66	\$ 45,559	\$ 54,671	\$ 63,783
	COURT SUPERVISOR	E						
	EXECUTIVE ASSISTANT	E						
	HUMAN RESOURCES ANALYST	E						
NEW	MANAGEMENT ANALYST II	NE						
	UTILITIES TECHNICIAN III	NE						
	UTILITIES MECHANIC	NE						
	VICTIM ADVOCATE	NE						
	WASTEWATER OPERATOR III	NE						
618	CIVIL ENGINEER II	E	\$ 23.00	\$ 27.60	\$ 32.20	\$ 47,837	\$ 57,405	\$ 66,972
	GIS & DEVELOPMENT SERVICES COORDINATOR	E						
	HUMAN RESOURCES ANALYST, SENIOR	E						
	MANAGEMENT ANALYST, SENIOR	E						
619	ACCOUNTANT	E	\$ 28.03	\$ 33.64	\$ 39.24	\$ 58,301	\$ 69,961	\$ 81,621
	COORDINATOR, ENVIRONMENTAL COMPLIANCE	E						
	COORDINATOR, SPECIAL EVENTS	E						
	COORDINATOR, VICTIM ASSISTANCE	E						
	CUSTOMER SERVICE MANAGER	E						

CITY OF EL MIRAGE
CLASSIFICATION AND COMPENSATION SCHEDULE - RANGE ORDER

Effective Date: July 1, 2017

Range	Position Title	FLSA	Hrly Min	Hrly Mid	Hrly Max	Annual Minimum	Annual Mid-Point	Annual Maximum
	ECONOMIC DEVELOPMENT SPECIALIST	E						
	PURCHASING ADMINISTRATOR	E						
	SUPERVISOR, OPERATIONS (Parks)	E						
	SUPERVISOR, OPERATIONS (Streets-Facilities-Fleet)	E						
	SUPERVISOR, UTILITIES	E						
	SUPERVISOR, WASTEWATER	E						
620	ASSISTANT TO CITY MANAGER - (Intergov/Public Relations)	E	\$ 37.61	\$ 45.14	\$ 52.66	\$ 78,238	\$ 93,886	\$ 109,534
	ASSISTANT TO CITY MANAGER - (Grants, Comm Srv-Capital Projects Admin)	E						
	ASSISTANT UTILITIES DIRECTOR	E						
	BATTALION CHIEF	E						
	BUILDING OFFICIAL	E						
	MANAGER, HUMAN RESOURCES	E						
	MANAGER, SUPPORT SERVICES - POLICE	E						
	MANAGEMENT ADMINISTRATOR - Administrative & Operational Services	E						
	NETWORK ENGINEER	E						
	SYSTEMS ENGINEER	E						
621	ASSISTANT CITY ENGINEER	E	\$ 41.63	\$ 49.95	\$ 58.28	\$ 86,583	\$ 103,899	\$ 121,216
	ASSISTANT FINANCE DIRECTOR	E						
NEW	ASSISTANT PUBLIC WORKS DIRECTOR	E						
NEW	DEPUTY DIRECTOR - POLICE ADMINISTRATION	E						
	POLICE LIEUTENANT	E						
622	ASSISTANT POLICE CHIEF	E	\$ 47.41	\$ 56.89	\$ 66.37	\$ 98,606	\$ 118,327	\$ 138,048
	CITY CLERK	E						
	CITY ENGINEER, DIRECTOR-Engineering & Community Services	E						
	DIRECTOR, COURT SERVICES	E						
	DIRECTOR, INFORMATION TECHNOLOGY	E						
623	DIRECTOR, HUMAN RESOURCES	E	\$ 52.74	\$ 63.29	\$ 73.84	\$ 109,700	\$ 131,640	\$ 153,580
	FIRE CHIEF	E						
624	DEPUTY CITY MANAGER, ADMIN/FINANCE	E	\$ 55.77	\$ 66.92	\$ 78.08	\$ 116,000	\$ 139,200	\$ 162,400
	DEPUTY CITY MANAGER, PUBLIC WORKS/ECONOMIC DEVELOPMENT	E						
	POLICE CHIEF	E						
CR	CITY MANAGER	E						
OC	JUDGE, PRO-TEM		\$50.00					
CR	JUDGE, CITY COURT	E						
	Salary is based on hourly rate times 3003 hours							
MOU	FIRE CAPTAIN	NE	\$ 22.19	\$ 26.63	\$ 31.07	\$ 66,642	\$ 79,970	\$ 93,298
MOU	FIRE ENGINEER	NE	\$ 18.58	\$ 22.29	\$ 26.01	\$ 55,781	\$ 66,937	\$ 78,093
MOU	FIREFIGHTER	NE	\$ 15.49	\$ 18.59	\$ 21.69	\$ 46,522	\$ 55,826	\$ 65,130
MOU	POLICE OFFICER	NE	\$ 24.95	\$ 29.94	\$ 34.93	\$ 51,902	\$ 62,282	\$ 72,663
MOU	POLICE RECRUIT	NE	\$ 18.50			\$ 38,480		
MOU	POLICE SERGEANT	NE	\$ 33.69	\$ 40.43	\$ 47.17	\$ 70,077	\$ 84,093	\$ 98,108

OC - On-Call CR - Council Ratified
MOU - Memorandum of Understanding
NE: Non Exempt - Eligible for Overtime
E: Exempt - Not eligible for Overtime

CITY MANAGER APPROVAL


SIGNATURE: _____

Capital Carryforward FY16-17 to FY17-18
Balances as of 5/31/17

Fire and Smoke Alarm System	277,000
PLC Upgrade at Wellsite	108,000
Community Garden Relocation	115,000
Waterline Improvements	734,000
MAG CCTV	79,500
City Hall	314,000
El Mirage Rd Improvements	5,108,000
Odor Scrubber	38,000
Fiber Optic- El Mirage Rd	100,000
Bus Pullout	170,000
Waterline Easement Access	500,000
Waterline -EMR to Dysart	900,000
Sewer Line - EMR to Dysart	900,000
Total	9,343,500

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/26/2017</u>	TYPE OF ACTION: <u> </u> RESOLUTION # <u> </u> <u> </u> ORDINANCE # <u> </u> <u> X </u> OTHER: Close Special Meeting	SUBJECT: Consideration and action to close the Special Meeting and reconvene into Regular Session.
DATE ACTION REQUESTED: <u>06/06/2017</u>		
<u> X </u> REGULAR <u> </u> CONSENT		

TO: Mayor and Council
FROM: Robert Nilles – Deputy City Manager/Finance Director 
RECOMMENDATION: Close Special Meeting and reconvene into Regular Session.
PROPOSED MOTION: I move to close the Special Meeting and reconvene into Regular Session.
ATTACHMENTS: N/A

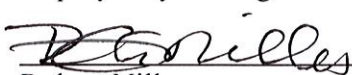
DISCUSSION: To comply with state law a Special Meeting must be convened for the purpose of voting on adopting the Final FY 2017/18 Budget. This action will formally close the Special Meeting.

FINANCIAL IMPACT: N/A

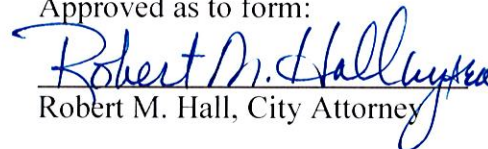
DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:

 4/2/17
Robert Nilles Date

Approved as to form:

 6/2/17
Robert M. Hall, City Attorney Date

City Manager:

 6/2/17
Dr. Spencer A. Isom Date

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/25/2017</u> DATE ACTION REQUESTED: <u>06/06/2017</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: CDAC Appointments	SUBJECT: Consideration and action to recommend to the Maricopa County Board of Supervisors the reappointment of Councilor Roy Delgado (primary) and appointment of Mayor Lana Mook (alternate) to the Community Development Advisory Committee (CDAC) for FY 2017-18.
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TO: Mayor and Council
FROM: Mayor
RECOMMENDATION: Approve the reappointment of Councilor Roy Delgado (primary) and appointment of Mayor Lana Mook (alternate) as representatives from El Mirage to CDAC for FY 2017-18.
PROPOSED MOTION: I move to approve the CDAC appointments as presented.
ATTACHMENTS: Letter from Maricopa County

DISCUSSION: The Maricopa County Human Services Department, Community Development Division, has notified the City of El Mirage that appointment of city representatives to the Community Development Advisory Committee (CDAC) are required under CDAC bylaws and notification to the County of the selected representatives is due before July 10, 2017.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:


 Robert Nilles

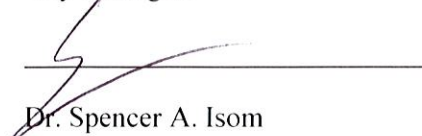
6/2/17
 Date

Approved as to form:


 Robert M. Hall, City Attorney

6/2/17
 Date

City Manager:


 Dr. Spencer A. Isom

6/2/17
 Date



Maricopa County

Human Services Department – Community Development Division

June 1, 2017

234 N. Central Ave.
3rd Floor
Phoenix, AZ 85004
Phone: 602-506-5911
Fax: 602-506-8789
TDD: 602-506-4802
www.hsd.maricopa.gov

Bruce Liggett
Director

Lana Mook, Mayor
City of El Mirage
12145 NW Grand Avenue
El Mirage, AZ 85335

SUBJECT: OFFICIAL REPRESENTATION ON COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC) – FY2017-2018

Dear Mayor Mook,

It is time once again to make annual recommendations for participation on the Community Development Advisory Committee ("CDAC"). The term of office is July 1, 2017 to June 30, 2018.

Each year the Board of Supervisors (the Board) makes formal appointments/re-appointments of Primary and Alternate Representatives to the CDAC. The CDAC makes recommendations to the Board concerning project selection, funding allocations and overall policy direction regarding the Urban County Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. It also serves an important role in providing the on-going citizen participation mandated by the U.S. Department of Housing and Urban Development (HUD).

The governing body of each participating municipality in Maricopa Urban County may choose two elected officials (a primary representative and an alternate) for consideration. The role of the Alternate Representative is to attend meetings in the event the Primary Representative cannot. Attendance by the Primary or Alternate Representative helps to maintain a quorum for the Committee meetings and ensures representation for each Urban County municipality.

CDAC meets monthly, on the second Wednesday at 6:30 p.m., unless there are no action items and the Chairperson chooses not to have a meeting that particular month. An agenda packet is distributed to each member, in advance of the meeting, stating the date, location, meeting agenda and other pertinent information.

Please notify the Human Services Department, Community Development Division by Monday, July 10, 2017 of the elected officials (a primary representative and an alternate) proposed to represent your municipality so that we may forward the information to the Board of Supervisors for formal action.

Please contact me at (602) 372-1528 or milner@mail.maricopa.gov if you have questions regarding this request.

Sincerely,

Rachel Milne
Assistant Director